

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTION DIVISION

ARTURO GONZALEZ	§	
	§	
VS.	§	C.A. NO.: 3:14-cv-0049
	§	
	§	
SNODGRASS BROTHERS, INC. and	§	PLAINTIFF DEMANDS A
MICHAEL S., INC.	§	TRIAL BY JURY

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

1. COMES NOW, ARTURO GONZALEZ, hereinafter referred to as Plaintiff, complaining of, SNODGRASS BROTHERS, INC. and MICHAEL S., INC., hereinafter referred to as Defendants and for cause of action would respectfully show unto this Honorable Court as follows:

2. This is an action within the jurisdiction of this Court and this Court has jurisdiction because an amount in controversy exists in excess of the minimum jurisdictional limits of this Court.

3. Plaintiff is an American citizen and as an American seaman, he brings this action pursuant to the terms of Section 1916, Title 28, United States Code without the prepayment of costs or the necessity of depositing security therefor.

4. This claim is maintained under the Jones Act, 46 U.S.C. §30104, and the general maritime law of the United States.

5. Plaintiff, ARTURO GONZALEZ, is a resident of the Southern District of Texas.

6. Defendant, SNODGRASS BROTHERS, INC., is a Texas corporation. This

Defendant may be served with due process herein by serving its registered agent for service, Sammy F. Snodgrass, 2025 Anglers Place Rd., Brownsville, Texas 78521.

7. Defendant, MICHAEL S., INC., is a Texas corporation. This Defendant may be served with due process herein by serving its registered agent for service, Sam F. Snodgrass, 2025 Anglers Place Rd., Brownsville, Texas 78521.

8. ARTURO GONZALEZ would show that this lawsuit has become necessary as a result of personal injuries received on or about October 7, 2013. On that date, Plaintiff was employed by Defendant, SNODGRASS BROTHERS, INC., as a Captain aboard the F/V MICHAEL S, a vessel which was owned, operated, and/or controlled by Defendants, SNODGRASS BROTHERS, INC. and/or MICHAEL S., INC.. Specifically, Plaintiff sustained an amputation of his right leg, and severe, painful, and disabling injuries to other parts of his body as a result of his pant leg getting caught by the PTO shaft. On said date Defendants were negligent and the vessel was unseaworthy. Specifically, Defendants were negligent in the following particulars:

- a. Failing to provide a safe place to work.
- b. Failing to place a guard over the PTO sprocket/shaft.
- c. Failing to properly maintain the vessel's engine.

9. On said date as a result of said occurrence, Plaintiff sustained an amputation of his right leg and painful injuries to other parts of his body. Such occurrence and such injuries occurred as a proximate result of the unsafe and unseaworthy condition of the F/V MICHAEL S, its crew and appurtenances and/or equipment or, in whole or in part, as a proximate result of the initial acts and/or negligence or lack of attention on the part of Defendants, its agents, servants and/or

employees acting in the course and scope of their employment and agency.

10. At all times material hereto, Defendants, SNODGRASS BROTHERS, INC. and/or MICHAEL S., INC., owned, operated, and/or controlled the vessel F/V MICHAEL S.

11. As a result of said occurrence, Plaintiff sustained an amputation of his right leg and severe injuries to his body, which resulted in physical pain, mental anguish and other medical problems. In connection therewith, Plaintiff would show that he has sustained severe pain, physical impairment, discomfort, mental anguish, and distress to date and that in all reasonable probability, such physical pain, physical impairment and mental anguish will continue indefinitely and into the future. Moreover, Plaintiff has suffered a loss of earnings in the past, as well as a loss of future earning capacity. Furthermore, he has incurred and will incur pharmaceutical and medical expenses in connection with said injuries. By reason of the foregoing, Plaintiff would show that he has been damaged in a sum far in excess of the minimum jurisdictional limits of this Honorable Court, for which amount he comes now and sues.

12. Plaintiff further alleges that it was and still is, the duty of Defendants, SNODGRASS BROTHERS, INC. and/or MICHAEL S., INC., to furnish him with maintenance and cure and loss of wages. Plaintiff further alleges that Defendants have unreasonably, arbitrarily, willfully and capriciously refused to pay maintenance to him and such sums were due and owing and Defendant has further unreasonably, arbitrarily, willfully and capriciously refused to provide him with medical cure. As a result of Defendant's unreasonable failure to provide maintenance and cure, Plaintiff is entitled to recovery for damages and expenses incurred, including, but not limited to, damages for prolongation or aggravation of injuries; pain and suffering and additional expenses. Plaintiff states

that in addition to such maintenance and cure benefits as he is entitled, that he found it necessary to engage attorneys to represent him in the maintenance and cure action that he is entitled to and brings a suit for the reasonable attorney's fees for the collection of the maintenance and cure benefits due to him. Therefore, for the aforementioned reasons, Plaintiff states that he is entitled to maintenance and cure benefits, compensatory damages and attorney's fees, in a sum in excess of the minimum jurisdictional limits of this Court or for other and further sums as the Court and/or Jury may find reasonable at the time of trial of this cause.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, ARTURO GONZALEZ, prays that this citation issue and be served upon said Defendants, SNODGRASS BROTHERS, INC. and MICHAEL S., INC., in a form and manner prescribed by law, requiring that the Defendants appear and answer herein, and that upon final hearing hereon, Plaintiff have judgment against said Defendants, both jointly and severally, in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post-judgment interests, all costs of Court, and all such other and further relief, to which he may show himself justly entitled.

Respectfully submitted,

SCHECHTER, MCELWEE, SHAFFER & HARRIS, L.L.P.

/s/Matthew D. Shaffer

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PLAINTIFF DEMANDS A TRIAL BY JURY